whole is to be divided between my sisters, if alive, or their heirs, if dead, in equal proportions." *Held,* that the word "heirs" is used as a word of purchase and not of limitation, and that these heirs should take per stirpes and not per capita. *Branch* v. *De Wolf et al.* (R. I. 1915), 95 Atl. 857.

Although all courts constantly bear in mind the cardinal principal governing the construction of wills, viz., to ascertain the intention of the testator and to allow that intention to govern and control, yet they have not uniformly reached the same conclusion in cases similar to the principal case, as to whether the heirs or children or classes take per stirpes or per capita. In the absence of any direction to the contrary, the general rule is that the law which determines who shall take under a gift to heirs controls likewise the manner and proportions in which they shall take. ROOD, WILLS, 320; *McLean* v. *Williams,* 116 Ga. 257, 42 S. E. 485, 59 L. R. A. 125; *Kirkpatrick* v. *Kirkpatrick,* 197 Ill. 144, 64 N. E. 267; *Angus* v. *Noble,* 73 Conn. 56, 46 Atl. 278; *White* v. *Stanfield,* 146 Mass. 424, 15 N. E. 919. But whether the addition of such words as "equally," "share and share alike," "in equal proportions," "equally to be divided between," and the like, indicate a per capita rather than a per stirpes division, is a question upon which authorities conflict. On the one side are found *Bisson* v. *West Shore Ry. Co.,* 143 N. Y. 125, 38 N. E. 104; *Walker* v. *Webster,* 95 Va. 377, 28 S. E. 570, holding that the distribution should be per capita; on the other side are found *Guild* v. *Allen,* 28 R. I. 430, 67 Atl. 855; *In re Swinburne,* 16 R. I. 208, 14 Atl. 850; *Basseit* v. *Granger,* 100 Mass. 348; *Ross' Exr.* v. *Kiger,* 42 W. Va. 402, 26 S. E. 193. It has been held, however, in New York, where the per capita rule is in force, that it "will yield to a very faint glimpse of a different intention." *Woodward* v. *James,* 115 N. Y. 346, 22 N. E. 150. It seems clear, then, that the question as to a per stirpes or per capita distribution would be definitely determined by ascertaining the intention of the testator as gathered from an inspection of the entire instrument. In the principal case both classes of heirs were equally near to him in blood, and no reason can be discovered why each class should not share "in equal proportions." There at least is nothing to show a contrary intent.

WILLS—SIGNATURE OF HOLOGRAPHIC WILL UPON SEPARATE PAPER.—The deceased wrote on ordinary note paper a request that all her property be given to a certain charitable society. At the top she wrote, "This is my last and only will," but did not sign it. This was found enclosed in an unsealed envelope upon which were the words, "This is my last and only will," and the signature of the deceased. The lower court upheld the paper as the will. In reversing this, *held,* that such a document cannot be admitted to probate as a holographic will because of deceased's failure to sign it. *In Re Tyrrell's Estate,* (Ariz. 1915) 153 Pac. 767.

The right to make a testamentary disposition of property is a common law right. Statutory restraints have been placed upon such right and this right is now available only upon strict compliance with the terms of the statutes. *In Re Andrews,* 162 N. Y. 1, 56 N. E. 529; *In Re Walker's Will,* 110 Cal. 387, 42 Pac. 815; *Sears* v. *Sears,* 77 Oh. St. 104, 82 N. E. 1067. An

exception from the operation of these restraining statutes has been made by statute in some of the states in favor of holographic wills, without witnesses. STIMPSON, AM. ST. LAW, § 2645. These statutes all provide that the will shall be wholly written and signed in the hand-writing of the testator; some require it to be signed at the end; others that it shall also be dated; and still others have additional requirements. The Arizona statute, under which the principal case arises, requires only that the instrument be authenticated by the signature of the testator, but does not designate where such signature shall be placed. The court bases its decision upon the ground that the writing upon the envelope while signed, is not of a testamentary character; that the writing on the paper cannot stand alone as it is not signed in compliance with the statute; that the only internal connection between the two is the words in each, "This is my last and only will." The question might naturally be asked whether this case does not come within the principle of those cases which hold that a valid will may be made on detached sheets of paper. *Ela* v. *Edwards,* 82 Mass. (16 Gray) 91; *In Re Grubb's Estate,* 174 Pa. St. 187, 34 Atl. 573; *In Re Merryfield's Estate,* 167 Cal. 729, 141 Pac. 259; *In Re Swain's Will,* 162 N. C. 213, 78 S. E. 72. But these cases uniformly urge that there must be some connection in some way, or some coherence, or some natural sequence between these detached sheets, or else must show by their internal evidence that while separate they were connected in the mind of the testator as a whole. There is nothing in the principal case to show that the deceased intended the signature on the envelope to authenticate the will, or in other words that she intended this as her signature. Indeed there is nothing to show that the enclosed paper was not meant as a preliminary draft and that the signature on the envelope was a mere label. If the court should have found by parol evidence that the testatrix intended the signature on the envelope as an authentication of her holographic will the court might have admitted the will to probate under the Arizona statute. In the absence of such evidence, however, the court decided that the will must fail as not having been executed according to statutory requirements. For a recent case bearing upon the same point and based upon similar reasoning see *In Re Poland's Will,* (La. 1915) 68 So. 415.

WORKMEN'S COMPENSATION—AWARD SURVIVING TO REPRESENTATIVE OF DECEASED DEPENDENT.—A Workmen's Compensation Act provided that certain awards be given to dependents, upon the death of an employee. The Board of Awards allowed a certain sum to A, a dependent of B, a deceased employee, such sum to be paid by installments. Subsequently A died. The personal representative of A seeks to recover the balance. A section of the Workmen's Compensation Act provides that the Board of Awards, when the same is deemed advisable, may commute the periodical benefits to one or more lump sum payments, and it is claimed that, by virtue of this provision, the unpaid installments awarded A may, on account of A's death, be cancelled. *Held,* that the right to the installments vested in A at the time the award was made, and that the personal representative is therefore entitled